

## **RETRANSMISSION CONSENT AGREEMENT**

This Retransmission Consent Agreement (the "Agreement") is made as of January 30, 2009 ("Execution Date") between Azteca Stations, LLC (the "Operator"), and DISH Network L.L.C., 9601 S. Meridian Boulevard, Englewood, CO 80112 ("DISH").

WHEREAS, Operator is the owner and/or operator of services to the television station or local delivery system serving the indicated Designated Market Area ("DMA"), call letters, and network affiliation, as set forth in Exhibit A (each, including a local delivery system, the "Station"); and

WHEREAS, DISH and Operator desire to retransmit the signals of Station over the satellite programming service operated by DISH (the "Satellite Service");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Retransmission Consent.** During the Term (as defined below) of this Agreement, and pursuant to Section 325(b)(1)(A) of the Communications Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder, Operator hereby grants its consent to simultaneous retransmission of the broadcast signal of the Station on a non-exclusive basis by DISH over the Satellite Service, substantially contemporaneous, with the primary broadcast of programming by the Station ("Permitted Retransmission"). DISH acknowledges and agrees that consent to retransmit the Station shall not be construed as conveying to DISH any ownership rights in or to the underlying programming. Operator's consent to retransmit the signal of the Station(s) shall obligate DISH to retransmit Station(s) upon the launch of local service, or continued local into local service, in its DMA, provided that carriage of Station is mutually agreed upon by the parties. Upon retransmission of a Station listed in Exhibit A by DISH over the Satellite Service, such Station shall become a Station for purposes of this Agreement.

DISH warrants and covenants that it shall not intentionally authorize customers in the Station's DMA to receive the programming channel of any other broadcast television station affiliated with the network with which the Station is currently affiliated ("Duplicate Programming") except as otherwise authorized by federal law, regulation or valid waiver. DISH further warrants and covenants that it will not intentionally authorize any customers outside of a Station's DMA who are prohibited from receiving a distant signal to receive the programming channel of a Station, except where authorized by federal law, rule, regulation or valid waiver.

2. **Carriage of Station.** During the term of this Agreement, DISH will retransmit any one and may transmit more of Station's (i) NTSC analog signal (if any) ("Analog Signal"), (ii) SD Simulcast Channel (if any), and/or (iii) Primary DTV Channel. The "SD Simulcast Channel" shall mean the single programming feed (i.e. video, audio and/or data components transmitted simultaneously as a single "channel" of programming together with the program related data related thereto) (a "Programming Feed") contained within a Station's ATSC digital signal that is broadcast in ATSC standard-definition format and substantially duplicates the

content of such Station's Analog Signal. The "Primary DTV Channel" shall mean the single Programming Feed contained in a Station's ATSC digital signal that is broadcast in ATSC high-definition ("HDTV") format and/or non-HDTV format and that substantially duplicates the content of a Station's Analog Signal or, if the Station does not transmit an Analog Signal, is designated by the Station as its "primary video channel" consistent with FCC requirements. If Operator permanently ceases broadcasting an Analog Signal, at any time during the term of this Agreement, DISH may retransmit a down converted version of the Primary DTV Channel to its subscribers. Provided that Operator delivers a Good Quality Signal, as defined by 47 C.F.R. 76.66(g), as may be amended from time to time, or any other successor industry standard, DISH shall launch such Analog Signal, or SD Simulcast Channel, or Primary DTV Channel (collectively the "Signal(s),") in accordance with the obligations set forth in that First Amendment to Affiliation Agreement by and between DISH Network L.L.C. and Azteca International Corporation dated on or about March 19, 2008 ("Affiliation Agreement").

3. **Channel Placement.** DISH agrees to provide the Station substantially equal and contiguous placement in its channel guide, and substantially equal description of programming, as is afforded any other over-the-air television station in the Station's DMA.
4. **Signal Quality.** DISH may employ reasonable compression, multiplexing, modulation, and similar techniques with respect to the Analog Signal, SD Simulcast Channel and/or the Primary DTV Channel, provided that such techniques, in the aggregate, provide subscribers with a signal quality that is without degradation from the perception of the average viewing subscriber.
5. **Term and Termination.** The term of this Agreement shall commence upon the Execution Date and shall expire on March 17, 2013, *provided that*, if DISH is required to recoup spot beam capacity in any of the DMA's listed on attached Exhibit A to satisfy its must carry obligations for the election cycle commencing on January 1, 2009, or any other mandatory carriage obligation that may be required by the Federal Communications Commission ("FCC") during the term of this Agreement. DISH may not terminate this Agreement for purposes of launching local high-definition channels, unless required to do so by the FCC, or any other discretionary product. Operator may terminate this Agreement at an earlier date on sixty (60) days prior written notice in the event Operator is required to do so by its national programming network contemporaneously with all other distributors. DISH may terminate this Agreement with regard to a Station(s) on thirty (30) days prior written notice in the event that the Station(s) ceases to be an Azteca affiliate, or in the event that: a) another broadcast station becomes the primary broadcast station of the network of the Station or Station's affiliation in the pertinent DMA; or, b) DISH determines to cease local into local service in Station's DMA. This Agreement may be terminated by either party: a) sixty (60) days following written notice of a breach by the other party, unless the breach is cured within that period; or b) if a change in applicable laws or regulations requires cessation of carriage hereunder.
6. **Copyright and Trademark Licenses.** It shall be DISH's obligation, not the Operator's, to secure copyright license rights, and pay applicable copyright fees, through individual agreements with copyright owners or through the perfection of compulsory licenses, with respect to all programming content of the Station

retransmitted over the Satellite Service. With respect to all programming content that the Operator has the right to grant copyright licenses for, Operator hereby grants to DISH a paid up, no cost (royalty free) copyright license for: a) Permitted Retransmissions as provided in this Agreement; and b) advertising for and demonstration of Permitted Retransmissions. DISH acknowledges and understands that Operator may not have the right to grant a copyright license to DISH with respect to all of the programming content of the Station(s), and that Operator makes no representations as to the portion of the programming content of the Station(s) for which Operator can grant a copyright license. Operator agrees to use reasonable efforts to secure the right, if and only in the case of no additional cost, to pass through copyright licenses for the purposes described in this Agreement for the benefit of DISH, from content providers from time to time as Operator negotiates such licenses from third parties for its own broadcasts. Operator hereby also grants to DISH a paid up, no cost (royalty free) trademark, service mark, service name and/or trade name license permitting DISH to reproduce the logos of the Station for marketing and advertising purposes.

7. **Delivery.** DISH shall use all commercially reasonable efforts to assist Operator in delivering the Station's signal to DISH's designated receive site within the same DMA as the Station's city of license, provided that, in no event shall any commercially reasonable effort be at DISH's incremental operational cost. In the event that the Station is unable to deliver a Good Quality Signal as defined under 47 CFR 76.66(g) as may be amended from time to time, or successor industry standard, rule or regulation, to the receive facility serving all other broadcast stations serving the relevant DMA, Operator shall pay all costs associated with collecting the signal of the Station and delivering said signal to the location necessary to DISH ("DISH's Local Backhaul Site"). For purposes of clarification, DISH and Operator agree that at no time during the term of this Agreement shall DISH accept or be required to accept any standard definition programming feed and its corresponding data that is not the primary signal of any broadcast station ("Multicast signal").
8. **Signal Availability.** Operator authorizes the signal of the Station to be retransmitted by DISH for reception by its subscribers residing within the same designated market area (as defined by Nielsen Media Research) as the Station's city of license.
9. **Representation and Warranties.** Operator either holds the FCC license for the Station(s) or operates the Station and is legally qualified, empowered and able to carry out all of the material transactions contemplated hereby. DISH has all authorizations necessary to operate the Satellite System and is legally qualified, empowered and able to carry out all of the material transactions contemplated hereby.
10. **Successors and Assigns.**

(a) If there is a "change in control" (as defined in Section 11(b) herein) of Operator or transfer of control or assignment of license of a Station listed in Exhibit A during the Term of this Agreement, Operator shall provide DISH written notice thirty (30) days in advance of such change in control. Subject to the foregoing, DISH hereby consents in the case of assignment or transfer of control of Operator or a Station to the assignment of this Agreement to the transferee or assignee of Operator, or, in the case of assignment or transfer of control of one or more, but less than all of the Stations then operated by

Operator, to the assignment of such portion of this Agreement as may then be applicable to such Station or Stations to the transferee or assignee of such Station or Stations; *provided that* in any event of such change in control, Station(s) hereby covenants to produce and air at least seven (7) hours of local news and/or local content per week; provided further, that Operator shall procure and deliver to DISH the agreement of the proposed transferee or assignee that, upon consummation of the transaction, the transferee or assignee shall assume and perform the terms and conditions of this Agreement applicable to the Station(s). If (1) Operator secures from the proposed transferee or assignee and delivers to DISH an agreement, as provided for directly above, that, upon consummation of the transaction, the transferee or assignee shall assume and perform the terms and conditions of this Agreement applicable to that Station(s) or (2) such transferee or assignee then has a retransmission consent agreement with DISH which, by its terms, incorporates the Station(s) being acquired from Operator and such transferee or assignee elects not to assume the portion of this Agreement applicable to such Station(s), then, in either such event, Operator shall be released and discharged from any liability that may thereafter arise under this Agreement with respect to such Station(s). In the event that the transferee or assignee then has a retransmission consent agreement with DISH, it shall be at the sole discretion of DISH to determine whether this Agreement or transferee or assignee's retransmission consent agreement governs retransmission of the Station(s).

(b) As used herein, "change in control" shall mean a change in the ownership, operation, or licensee status of Operator, substantially all of its assets, or the Station(s) listed in Exhibit A during the Term whether pursuant to a single transaction or series of transactions, whether by operation of law or otherwise, the result of which is that a new person or group of persons (1) has the ability (A) to elect or control the votes of the majority of the board of directors or other governing body of Operator or (B) to control more than 50% of the voting interests of Operator or any individual Station or (C) to direct or cause the direction of the general management and policies of Operator or any individual Station, or (2) is the FCC-authorized transferee of the broadcast license held by Operator of any individual Station.

(c) If there is a change in control of DISH or an assignment by DISH of all or substantially all of DISH's assets, the Agreement may be assigned by DISH, provided DISH shall procure and deliver to Operator the agreement of the proposed transferee or assignee that, upon consummation of the transaction, the transferee or assignee assumes and agrees to perform the terms of this Agreement in its entirety unless such assumption of this Agreement is effective by operation of law.

(d) Operator shall have the right to transfer its rights under this Agreement to any other station or local feed within the same DMA as the current Station or local feed set forth on Exhibit A subsequent to it first providing DISH with at least ninety (90) days prior written notice; provided, however, DISH may cease carriage of the local signal in a DMA if (a) the signal is the digital multicast signal of a local, full-power station and (b) DISH is prevented from carrying such signal due to DISH being subject to a most favored nations provision disallowing such carriage.

11. **Force Majeure; Consequential Damages.** Any delay, preemption or other failure to perform caused by factors beyond the affected party's reasonable control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government law, order or regulation (including but not limited to laws, orders or regulations which materially change the assumptions of the parties in entering into this Agreement, even if they do not result in impossibility of performance), shall not result in a default of this Agreement. The affected party who's performance is suspended shall exercise its reasonable efforts to cure such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues. In the event that any force majeure event continues for greater than ninety (90) days, either party may terminate this Agreement. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, DISH SHALL NOT BE LIABLE TO THE OPERATOR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, OR DAMAGES TO OR LOSS OF PERSONAL PROPERTY) IN ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.
12. **Scope of Agreement and Reservation of Rights.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations and conditions between the parties with respect thereto. This Agreement may only be modified or amended by a written instrument signed by the parties.
13. **No Joint Venture or Principal-Agent Relationship; No Operator Relationship with Subscribers.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between the Station, the Operator and DISH. No subscriber of DISH shall be deemed to have any direct or indirect contractual relationship with the Station or the Operator by virtue of the Agreement, nor shall any subscriber be deemed to be a third party beneficiary of this Agreement. DISH hereby acknowledges that except with respect to content, DISH, and not the Operator or the Station shall be fully liable for all claims and responsible for all matters with respect to subscribers.
14. **Taxes.** Neither the Operator nor the Station shall be liable for any federal, state or local taxes, including use, income, excise, franchise or corporate tax or for fees payable to any franchising authorities, calculated on a proportion of DISH's revenue based upon its carriage of the Station's broadcast signal.
15. **Applicable Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Colorado subject to applicable provisions of the Communications Act of 1934, as amended and applicable rules, regulations and orders of the Federal Communications Commission. The provisions of this Section shall survive the termination or cancellation of this Agreement.
16. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to any other party pursuant to this Agreement shall be in writing and given either personally or by deposition of the

same in the United States mail addressed to the party to be given notice at the address below, or by fax to the number specified below. Receipt of such notice shall constitute the giving thereof. Any information regarding notices may be changed by written notice to the other party.

**To DISH:**

DISH Network, L.L.C.  
9601 S. Meridian Boulevard  
Englewood, CO 80112  
Attn.: R. Stanton Dodge  
Executive Vice President and General Counsel  
Phone: (303) 723-1611  
Fax: (303) 723-1699

With a copy to:  
Senior Vice President, Programming  
Fax: 303-723-1515

**To Operator:**

Azteca Stations, LLC  
Attn: Horacio Medal  
Phone: 18182415400  
Fax: 18182470190

17. **Confidentiality.** Except with respect to International Azteca Corporation, at all times during the term of this Agreement, and for a period of three (3) years after its expiration, DISH and Operator and its respective employees will maintain, in confidence, the existence, terms and provisions of this Agreement, as well as all information of any kind, oral or written, acquired or developed in any manner, from either party's files, employees, representatives or agents, or as a direct or indirect result of either party's actions or performance under this Agreement. The parties represent that they have not and will not reveal the same to any person not employed by the other party, except: i) at the written request of the other party; ii) to the extent necessary to comply with law, the valid order of a court of competent jurisdiction or the valid order of a governmental agency, in which event the disclosing party will notify the other party of the information to be disclosed as soon as the necessity for such disclosure becomes known and in advance of any disclosure, and will seek confidential treatment of such information; iii) as part of its normal reporting procedures to its parent company, its auditors and its attorneys (and then only to the degree necessary, and such recipients shall agree also to be so bound); and iv) to the extent necessary to permit the performance of its obligations under this Agreement or to enforce any right under this Agreement.
18. **More Favorable Treatment.** Operator agrees that if it offers or has offered, grants or has granted retransmission consent to any direct-to-home satellite provider that is more favorable than the terms provided herein, Operator shall offer the same to DISH. Operator agrees that it shall cause its Chief Financial Officer, or substantial equivalent executive to certify annually or upon written request by DISH that Operator is and has been in compliance with this Section 18.

19. **Marketing Avails.** Operator agrees to provide a minimum of fourteen (14) spots per week, two per day, during all weeks under the term of this Agreement. Provided additionally, one spot during day time programming and one spot during prime time programming. These spots are to be used by DISH for its insertion of thirty second (:30) commercial and promotional spot announcements produced by DISH and promoting DISH's programming packages, services and other information about DISH and its businesses ("DISH Promotional Spots"). Said DISH Promotional Spots shall not be sold by DISH to third parties for the sale of advertising or otherwise. Said DISH Promotional Spots shall not promote or advertise the programming of any other broadcast television stations in the DMA; provided, however, DISH may use such DISH Promotional Spots to promote its Hispanic products, including but not limited to Hispanic programming tiers or levels of service. The DISH Promotional Spots shall be predominantly in the Spanish language. DISH shall be responsible for delivering the DISH Promotional Spots to Operator no later than three (3) business days prior to the desired airdate. DISH shall be responsible for the content of the DISH Promotional Spots and shall indemnify Operator against any actions brought against Operator due to the content of the DISH Promotional Spots. The scheduling of the DISH Promotional Spots shall be determined by Operator. DISH shall endeavor to deliver a minimum of eight (8) different DISH Promotional Spots per month. Said DISH Promotional Spots may not disparage any particular provider of cable television service or the cable television industry.
20. **Marketing Support.** Operator shall provide DISH a during year one of the Agreement to be paid in During each subsequent year thereafter, Operator agrees to a per annum payment of during each year after year one of the Agreement.
21. **Cross Default.** In addition to any other rights that DISH may have at law or in equity, any uncured breach by Azteca International Corporation of any material terms of the Affiliation Agreement shall constitute a material breach of this Agreement allowing DISH, at its exclusive option, to immediately terminate this Agreement; *provided that* termination of this Agreement is coterminous with the termination of the Affiliation Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DISH Network L.L.C.

By: \_\_\_\_\_

Title: Senior Vice President, Programming

Print or Type Name:

\_\_\_\_\_

AZTECA STATIONS, LLC

By:  \_\_\_\_\_

Title: **Martin Breidsprecher**  
**Chief Financial Officer**

Print or Type Name:

\_\_\_\_\_

**EXHIBIT A**

<b>DMA</b>	<b>STATION</b>	<b>AFFILIATION</b>
Chicago	WCHU	Azteca America